

Southern Prairie AEA (AEA #15) EA/ISEA 7/1/2005 6/30/2008

Certified Master Contract Agreement

between

Southern Prairie Area Education Agency

Board of Directors

And

Southern Prairie Education Association

2005 - 2008

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THIS AGREEMENT made by and between the Southern Prairie Area Education Agency 15 hereinafter referred to as "Board" and the Southern Prairie Education Association hereinafter referred to as "Association," witnesseth:

The Board of Directors of the Southern Prairie Area Education Agency 15 and the Southern Prairie Education Association recognize and declare that providing a quality education for the students of Southern Prairie Area Education Agency 15 is their mutual aim. The parties agree that the attainment of this goal is a responsibility of the Board, administration, professional staff, parents and community at large.

The parties have reached certain understandings which they desire to confirm in this agreement.

ARTICLE I IMPASSE PROCEDURES

Bargaining and impasse procedures shall be governed by the procedure outlined in Chapter 20 of the Code of Iowa except that:

1. One arbitrator shall serve instead of a panel of three arbitrators.
2. The one arbitrator shall be selected from a list of five qualified arbitrators submitted by the Public Employee Relations Board when such list of five qualified arbitrators is requested by both parties. Either party shall have the right one time to reject an entire list and request a new list to be submitted by the Public Employee Relations Board. The right to reject a full list of proposed arbitrators shall be an annual right.
3. The Board and the Association shall alternately strike one arbitrator from the list of five arbitrators until only one arbitrator shall remain. The one remaining shall be the arbitrator.
4. Determination of the order by which either party shall strike a proposed arbitrator from the list of arbitrators shall be by the flip of a coin.

ARTICLE II GRIEVANCE PROCEDURES

A. Definition

1. A "grievance" is a claim by an employee, group of employees, or the Association that an employee has been harmed by an alleged violation, misinterpretation, or misapplication of any provision of this agreement. A grievance may also be filed by the Association on behalf of an employee or group of employees provided that at least one employee for whom it is alleged that a violation, misinterpretation or misapplication of any provision of this agreement has occurred consents. The consent shall consist of checking affirmation to a simple statement that consent is given to the processing of a grievance and is signed by the employee even though the Association is filing the grievance.
2. An "aggrieved person" or "aggrieved party" is the grievant (be it the employee or the Association) making the claim that an employee has been harmed by an

alleged violation, misinterpretation, or misapplication of the agreement. The Association has the right to proceed with the processing of the grievance on behalf of the employee provided that the employee consents as stated in Paragraph 1.

3. "Filing" is accomplished by enclosing the document required to be filed in an envelope addressed to the proper party at his respective address and mailing the document to the addressee by certified mail return receipt requested. The operative date for purposes of the grievance procedures is the date of receipt as shown by the return receipt. "Filing" is only required in the formal procedures of Level 2 through Level 5. If the document is returned to the sender, the operative date for purposes of filing shall be the date of second attempted delivery.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to any problems arising out of the contractual agreement except as herein modified. All grievances at Levels 2 through 5 will be filed on forms provided by the employer and additional forms will be provided to the Association at no cost to the employee or the Association.

C. Individual Rights

A grievant may be represented at all stages of the grievance procedure by a representative of the aggrieved person or aggrieved party's own choice.

D. Time Limits

1. The failure of an aggrieved person or an aggrieved party to act within the prescribed time limits shall bar any further grievance procedures.
2. The time limits established in this grievance procedure may be extended at any step by mutual agreement of the parties.
3. Failure of the appropriate administrator to file a decision within the specified time limit shall allow the aggrieved person or the aggrieved party to advance to the next step of the grievance procedure.

E. Procedures

1. Level 1 - Supervisor (informal). An attempt shall be made by the aggrieved person or the aggrieved party to resolve any grievance in an informal verbal discussion with the appropriate supervisor. This informal, verbal discussion shall take place within ten (10) working days of the date when the aggrieved

person or the aggrieved party first had knowledge of the alleged violation or the aggrieved person or aggrieved party will be deemed to have waived the right to grieve.

2. Level 2 - Supervisor (formal). Filing the grievance in writing at Level 2 must be within ten (10) working days of the date of the verbal discussion conducted at Level 1. The aggrieved person or the aggrieved party shall file the grievance in writing with the appropriate supervisor. Within seven (7) working days, the aggrieved person or the aggrieved party and the supervisor shall discuss the matter. The written grievance shall give the following information:
 - a. the date the grievance was filed;
 - b. date informal discussion at Level 1 occurred;
 - c. the specific section of the agreement claimed to have been violated, misinterpreted, or misapplied;
 - d. the nature of the claimed grievance and the date of occurrence of the incident giving rise to the claimed grievance;
 - e. the relief sought;
 - f. the signature of the aggrieved person or the signature of the appropriate representative of the Association.

If the aggrieved party is the Association, then the consent to the grievance shall be included, in writing, on the written grievance as stated in Paragraph A(1).

The supervisor shall make a decision of the grievance and file a decision, in writing, within ten working days of the date the aggrieved person or the aggrieved party discusses the matter with the supervisor. A copy of the decision shall be given to the aggrieved person or the aggrieved party, a copy to the service area director, a copy to the chief administrative officer, and a copy to the Association. In the event there is no supervisor for the employee, then Level 2 may be by-passed and the aggrieved person or the aggrieved party may proceed from Level 1 to Level 3.

3. Level 3 - Service Area Director (formal). If the grievance is not resolved satisfactorily, the aggrieved person or the aggrieved party may appeal the decision of the supervisor to the service area director within ten (10) working days following the date of receipt of the decision at Level 2. Within seven (7) working days following receipt by the service area director, the aggrieved person or the aggrieved party and the service area director, or his designee,

shall meet to resolve the grievance. The service area director shall file a decision, in writing, within ten (10) working days of the meeting. A copy of the decision shall be mailed to the aggrieved person or the aggrieved party, the supervisor, the chief administrative officer, and the Association.

4. Level 4 - Chief Administrative Officer (formal). If the grievance is not resolved satisfactorily, the aggrieved person or the aggrieved party may appeal the decision of the service area director to the chief administrative officer within ten (10) working days following the date of receipt of the decision at Level 3.

Within seven (7) working days following the receipt by the chief administrative officer, the aggrieved person or the aggrieved party and the chief administrative officer, or his designee, shall meet to resolve the grievance. The chief administrative officer or his designee shall file a decision, in writing, within ten (10) working days of the meeting. A copy of the decision shall be mailed to the aggrieved person or the aggrieved party, the service area director, the supervisor, and the Association.

5. Level 5 - Binding Arbitration. If the aggrieved person or the aggrieved party desires to appeal the decision of the chief administrative officer, the Association may request that the grievance be submitted to binding arbitration. Notice of demand for binding arbitration shall be filed with the secretary of the Board of Directors within ten (10) working days of receipt of the chief administrative officer's decision. Within ten working days, the Board shall request a list of seven arbitrators from the Public Employment Relations Board. The Board and the Association shall alternately strike one arbitrator from the list of seven arbitrators until only one arbitrator shall remain. The one remaining shall be the arbitrator. Determination of the order by which either party shall strike a proposed arbitrator from the list of arbitrators shall be by the flip of a coin.

The arbitrator selected will confer with the representatives of the Board and the Association and hold hearings promptly and will issue a decision not later than thirty (30) days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which would violate the terms of this Agreement. The arbitrator shall be empowered to include in any award such remedies as may be deemed proper. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon both parties.

The costs for the services of the arbitrator, including per diem expenses, travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne

by the party incurring them.

F. Waiver

The filing or lack of filing of a grievance carries no precedent with it.

**ARTICLE III
WORK DAY**

A. Daily Hours

1. The Agency centers are open from 8 a.m. to 4:30 p.m. Monday through Friday. The normal work day will be 8 a.m. to 4 p.m. from Monday through Thursday. The normal work day shall be from 8:00 a.m. to 3:30 p.m. on Friday. Employees shall be permitted to leave at 3:00 p.m. on the day of dismissal for Thanksgiving break, Winter break and Spring break.
2. Each employee shall receive a 30-minute duty free lunch period.

B. Work Schedule

1. It is recognized that employees are under contract for professional service that often does not lend itself to a specifically defined work day. Therefore, employees shall accept responsibility for the completion of each day's workload as determined by their professional assignment even though this requires more than eight hours in a working day. The exception shall be that if an employee is required to work on any Saturday or Sunday or any other holiday stated in Paragraph D. or on any non contract day, the employee shall have the option of hour for hour flex time or to be compensated at the employee's hourly per diem rate. There shall be no overtime compensation paid should the day's workload exceed eight hours.
2. Flex time does not require administrative pre-approval or post-approval for periods of a short duration (4 hours or less), which occur irregularly, infrequently, or unexpectedly and which enhance services to clients. Flex time can be accumulated up to twelve hours and used in no more than four hours and in no less than one-half hour increments.
3. The employee shall maintain a weekly agenda form which will record only the time and location of the employee for the normal or modified work day. A modified work day will result from work schedule modification as defined hereinafter.

4. Each employee is expected to record his or her earned flex time on his or her agenda and identify the service provided. Each employee will notify the team secretary prior to using accumulated flex time and such utilization will be recorded on the employee's agenda. It is expected that accumulated flex time will be used by the employee at times that do not diminish services to students nor disrupt the work of colleagues such as when staff meetings, inservice or special education team meetings are held.
5. If an employee is required to schedule work related activities at times not within the normal work day because of the needs of students, parents or school personnel, flexibility in scheduling will be allowed provided work schedule modification approval is obtained from the employee's supervisor.

C. Part-time Employees

A part-time employee shall be an employee assigned to work fewer days than a full-time employee.

D. Full-time Employees

A full-time employee shall contract for 192 days. The Board shall set the calendar, but no employee shall be required to perform duties on Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, President's Day, and Memorial Day.

E. Inclement Weather

1. The agency centers never close for inclement weather. If the employee is unable to travel to an agency center or to a school site to which the employee is assigned, the employee shall make up the day missed on the days determined by the agency administrator, according to the calendar established by the Board of Directors of the Agency. Any employee missing work because of inclement weather may use personal leave as a day to make up days missed. The determination of the days to be worked as makeup days beyond the scheduled makeup days listed on the calendar approved by the Board of Directors shall be in the sole discretion of the agency administration.
2. Employees are free to leave the building in which they are located when the school is dismissed early for inclement weather. If the building is closed for a half day or more, then the employee should return to an agency service center if practical. If the employee is unable to return to the agency service center due to inclement weather, then the employee shall notify the supervisor or the central office that the employee is going home. In such cases, the employee shall be considered to have completed the workday.

ARTICLE IV DUES DEDUCTION

A. Authorization

Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues from salary on a form provided by the Association. Prior to September 15th of each year, the Association shall deliver to the Business Office a list of Association members and the monthly amount of dues to be deducted from each member.

B. Contributions

All authorization cards must be received by the Board by the 15th day of September for deductions of one-twelfth (1/12) to begin with the paycheck in October. Employees who begin employment after September 1st and desire a dues deduction, shall have the total dues prorated on the basis of the remaining contract payments.

C. Deduction Authorization

Pursuant to a deduction authorization, the Board shall deduct the monthly authorization from the first regular check of the employee each month for twelve consecutive months beginning with October and ending in September of each year, provided that the dues authorization is delivered to the Board by the 15th day of the month preceding the month in which the dues deduction begins.

D. Deductions

The Board will not deduct or collect institutional fees, special assessments, back dues, fines or other similar items.

E. Termination

Any employee who authorized payroll deduction for Association dues, if terminating employment or terminating an Association membership before June of the contract year, shall provide evidence to the Board from the Association that all membership dues are paid in full or arrangements have been made therefore, and shall provide written notification to the Board not later than the 15th day of the month preceding the month in which the dues deduction is to stop, that such deduction should stop.

F. Release of Liability

Any payments made to the Southern Prairie Education Association by dues deduction alleged to have been made in error, must be resolved between the Association and the employee. The employee will not make a claim for improper payment against the Southern Prairie Area Education Agency #15.

G. Transmittal

Monthly, the Board shall transmit the dues deductions to the treasurer of the Association. The Association annually shall notify the Board who the treasurer is and where the payments should be delivered. All notifications shall be made in writing.

**ARTICLE V
STAFF REDUCTION**

- A. When in the sole, exclusive and final judgment of the Board, declining enrollment, budgetary limitations, or a change in the program, requires a reduction of staff among employees, the administration shall attempt to accomplish the reduction by attrition in the discipline/position where the Board decides a reduction is necessary. Staff members whose jobs are to be eliminated shall be considered for in-system transfer for available position vacancy for which the Board determines they are qualified.
- B. Under all circumstances where staff reduction is necessary, due process procedures as prescribed by the Code of Iowa will be followed.
- C. When the Board determines that a staff reduction is necessary, reductions will be made within the discipline on the basis of:
1. Attrition.
 2. Evaluation - Probationary employees (new employees will be probationary for a period of three years, unless they have already successfully completed a probationary period in another Iowa School District or Area Education Agency, in which case the probationary period will be one year) scoring below a previously determined criterion level of competency on the evaluation instrument used by the Agency, will be reduced on the basis of seniority among the class of employees with less than two years experience who fall below the previously determined criterion level of competency.

3. Seniority - In the event additional staff members from any specific discipline must be reduced beyond those reduced by Steps 1 and 2, further staff reduction shall be on the basis of seniority including those employees with less than two years service who have met the previously determined criterion level of competency. The reduction shall occur by reducing employee in reverse order of seniority in the discipline, so that the least senior employee in the discipline is reduced first.
 4. If a reduced employee has seniority in another discipline, that employee has the right to move into the position held by the least senior employee in the other discipline, providing they have greater seniority than the employee they are replacing. Said employee must exercise this right by providing written notification to the agency within ten (10) calendar days from the date of notification of reduction.
- D. Any employee who is reduced by a staff reduction shall be eligible to be considered for recall for which the employee is qualified for two years from the effective date of the reduction. The employee shall exercise this right by filing, at a date not later than the effective date of the reduction, a request for a notice of vacancy with the administrator, and by providing the administrator with a current address and telephone number where the employee may be contacted.
 - E. If a vacancy occurs within the recall period for which the employee has a right to be considered for recall and such employee is qualified to fill the vacancy, the administrator shall advise the employee by certified mail of the existence of the vacancy, and the employee shall indicate the intent to accept the offer of employment within five (5) calendar days from the date of the receipt being signed or ten (10) days from the date of mailing, whichever is first.
 - F. When an employee has been recalled the employee will be given credit on the salary schedule for professional experience gained during the two year recall period, if such professional experience is in the area in which the employee worked while at the Agency.
 - G. Sick leave accumulated by the employee at the time of the staff reduction in which the employee was reduced will be retained by the recalled employee.

ARTICLE VI SENIORITY

- A. Agency seniority shall begin on the date the employee signed their first contract of employment within this bargaining unit from which continuous services has not been broken. Discipline seniority shall begin on the date the employee signed their first contract for employment within each discipline, an employee shall continue to accrue discipline seniority in each discipline that they have been employed as long as continuous service within this bargaining unit has not been broken. Employees working within two (2) or more disciplines shall accumulate seniority within each discipline in which 50% or more of their assignment is based. Employees assigned to two (2) or more disciplines for at least 50% time during the 1996-97 contract year shall have discipline seniority effective the later of the date of hire or July 1, 1996. In the event more than one individual has the same date of hire, position on the seniority list shall be determined by total experience. In the event of further ties, ties shall be broken by the drawing of lots.
- B. Part-time employees shall accrue seniority at the same rate as full-time employees.
- C. The employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all offices of the Agency within thirty (30) days after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
- D. Seniority shall be lost by an employee upon termination, resignation or retirement.
- E. Notwithstanding other references, seniority shall not be broken when an employee leaves employment due to a reduction in hours and/or pay and later returns to employment with the Agency. Any employee who leaves the Agency due to a reduction in hours and/or pay shall notify the Agency of that fact in order to maintain seniority.
- F. In the event staff reduction is based on seniority, part-time employees may be required to take full-time positions.
- G. Seniority shall not be broken by an approved (paid or unpaid) leave of absence.
- H. Persons being returned to a bargaining unit position from a non-bargaining unit position shall have seniority one day less than the most junior bargaining unit employee in that discipline.

ARTICLE VII PHYSICAL EXAMINATIONS

All employees shall provide evidence of physical fitness to perform assigned duties and have the same on file within thirty (30) days of initial employment. The Agency shall provide medical forms which shall be completed by a licensed physician of the employee's choice. Said statement shall be limited to a statement that the employee is fit to perform duty and is free from communicable diseases. The Agency shall pay up to thirty dollars (\$30.00) or the actual cost, whichever is lower, for each examination required by the Agency. Payment for an employee's physical will be made on receipt of the medical examination report and proper claim filed by the employee. No payment shall be made by the Board for examination or tests covered by insurance. The form is attached in the Appendix to this contract.

The Agency may, at its own expense, for specific reasons stated in writing, request an employee to have a physical examination, if in its opinion, the employee's physical health is impairing his or her performance. Selection of physician under these circumstances will be made by the Agency. The cost of the examination and report of the physician shall be paid directly to the physician by the Agency. A copy of the report will be provided to the employee.

ARTICLE VIII EMPLOYEE EVALUATION

- A. All continuing employees will be formally evaluated every third year. Probationary employees shall be evaluated annually. New employees will be probationary for a period of three years, unless they have already successfully completed a probationary period in another Iowa School District or Area Education Agency, in which case the probationary period will be one year. This evaluation shall be completed by March 31st. More frequent evaluations of a staff member may be performed if deemed necessary by the Administration, and the employee will be notified in writing of the reason for additional evaluations.
- B. The staff member will be afforded the opportunity to respond to each evaluation item in writing within ten (10) working days (two work weeks) of the date that the information is reviewed. Such response shall become a part of the formal evaluation.
- C. An employee who has been evaluated has the right to grieve such an evaluation through the provisions of the grievance procedure as provided in Article II:

Grievance Procedure of Southern Prairie Area Education Agency master contract, when the evaluation results in an adverse action against an employee. Such adverse actions will include, but are not limited to: the denial of advancements, suspensions, probations, reductions in force, layoffs, or terminations. An adversely affected employee has the right to grieve an evaluation on the basis of its fairness, accuracy, criteria relevance, and procedural correctness. All employee evaluations are to be judged against the criteria of fairness and accuracy. Evaluation criteria and procedures are to be matters subject to public verification.

- D. The completed evaluation will be maintained in an evaluation file located in the Administration Office. Staff members will receive a copy of their personal evaluation at the time of the evaluation.
- E. Evaluation is a continuing process. Staff evaluations may be referred to in subsequent evaluations to the maximum of five years.
- F. Information may be obtained from local school personnel, including Administrators, teachers, as well as parents and other direct recipients of services. Such information is to be interpreted within the framework of the job assignment and within the context of the LEA/AEA relationship. (Such information shall be solicited with the objective of obtaining a balanced perspective.) Such information is not to be used in an individual employee evaluation as LEA personnel shall not evaluate the individual AEA employee.

ARTICLE IX TRANSFERS

A. Definitions

- 1. Transfer - A transfer shall be defined as the movement of an employee to a different Agency service center for a period in excess of 20 consecutive working days.
- 2. Vacancy - A vacancy shall be defined as a new position for which there is a written job description, or an existing position which becomes open.

B. Voluntary Transfer

An employee who wishes to transfer to a different Agency service center shall file a written request with the Director of Instructional Services or the Director of Special Education. If the employee desires to limit the transfer to a particular office, or to extend the request beyond the contract year in which the request is made, the

employee should indicate this in the written request. Employees who have filed a request will be notified of vacancies in the locations they are interested in during the contract year in which the request is filed. Notification shall be made by phone or by mailing the notice of the vacancy to the employee's home address. If the employee is still interested in the transfer when notified, the employee shall respond within five days of the date of phone contact or ten days of the mailing of the notice.

1. Vacancy in Same Job Description - An employee who requested a transfer to another Agency service center shall be interviewed and considered for that vacancy if it is within the same job description they currently have and if the employee has been continuously located in his/her current Agency service center for two years prior to the projected first day of employment of the vacancy. The two-year standard may be waived by the Director in exceptional circumstances.
2. Denial of Voluntary Transfer Request - In the event an employee (described in B.1) is denied a voluntary transfer to a vacancy which has been awarded to a newly hired employee or a less senior employee, the employee shall be given written reasons for the denial of the transfer. If the employee is unsatisfied with the reasons, the employee may initiate a grievance. The standard of review shall be whether the newly hired employee or less senior employee better meets the needs of the Agency.
3. Transfer Requests Without Vacancy - Requests for transfer when there is no vacancy will be considered when two employees with the same job description request transfers to each other's Agency service center. The Director will determine if the employees both meet the criteria in B.1 above, and consider implications for student, district and team needs. The Director will approve or reject the request for transfer and communicate it in writing to the employees.
4. Vacancy in a Different Job Description - Employees who indicate an interest in a vacancy with a job description different from the one they currently have, may be considered for that vacancy in the same way that outside applicants are considered.

C. Involuntary Transfer

1. Involuntary transfer to a different Agency service center may occur when the Director of Special Education Services or Director of Instructional Services determines that it is necessary to meet the needs of the Agency. Employees shall be notified in writing of the transfer 60 days prior to the effective date of the transfer.
2. All voluntary transfer requests shall be exhausted before an involuntary transfer is used.

3. When an involuntary transfer of an employee is determined to be necessary, the least senior employee with that job description at the affected Agency service center will be transferred.
4. Employees affected by the transfer may grieve the involuntary transfer.
5. If a vacancy occurs in the agency center from which an employee is to be involuntarily transferred, and for which the employee is qualified, the employee will have priority over others requesting voluntary transfers to fill the vacancy.

D. Posting Vacancy

1. During the school year, vacancies will be posted in all agency service centers (except as noted in D.2). The posting will identify the job title from the job description, the qualifications, and the Agency service center in which the vacancy is projected.
2. When a vacancy is filled through the voluntary transfer procedure, the newly opened vacancy will not be posted. Individuals who have indicated an interest in voluntary transfer to the new location will be notified and given an opportunity to interview and be considered for voluntary transfer to the new location following procedures in section B.

ARTICLE X LEAVES OF ABSENCE

A. Association Leave

Up to a total of seven (7) days shall be available for representatives of the Association to represent the Association and to attend to Association business. Notice not less than three days prior to the day of absence shall be given to the employee's supervisor of the absence.

Association leave may be used by employees for the processing of a grievance, for appearance at fact-finding hearings or at arbitration hearings.

B. Political Leave

In the event an employee wishes to become a candidate for elective political office, the employee may be granted a leave of absence for the purpose of

campaigning for such office. The employee seeking political leave shall apply on the proper form as determined by the Agency with approval being given by the Agency. This campaign shall be at the expense of the employee and the salary shall be reduced on a per diem basis for work days lost because of the campaign.

The employee may campaign during time other than the regular work day without being required to be absent from employment. The employee may not use Agency vans or automobiles to transport persons involved in a political campaign or to transport political campaign literature. The employee may not solicit or demand money or things of value from other Agency employees for political purposes.

If the employee is elected to political office, the employee should not be adversely affected by reason of such absence in the completion of the annual employee evaluation. If the employee is elected to the office sought, the employee will have the option of purchasing health and major medical insurance through the Agency's group at the employee's own expense.

If the employee is elected to the office sought, the employee may be granted a leave of absence extending through the term of office to which the employee has been elected. The leave must be applied for on a form provided by the Agency and approved by the Agency. Such leave will be without salary. Upon return from the leave, the employee shall be returned to the same position occupied immediately prior to the leave or to one of the same type. Placement on the salary schedule shall reflect all previously earned seniority and educational credits up to the date of the leave.

The employee may continue to work for the Agency during the time the employee is not performing the duties of the elective office.

C. Personal Leave

Each employee shall be credited with two (2) days to be used for the employee's personal use. Such personal leave days shall not be accumulated. A personal leave may be used for any purpose at the discretion of the employee. The employee, as soon as practical, shall notify the supervisor/director when the personal leave is used or planned to be used.

D. Military Leave

Leaves of absence for employees at the Agency will be granted for involuntary military service in accordance with the provisions of Section 29A.28 of the Iowa Code. On completion of military service, the individual is entitled to reinstatement without loss of status subject to the following condition: that the employee is physically and mentally capable of performing the duties of the position, that the employee makes written application for reinstatement to the Administrator within

ninety (90) days after termination of military service, and that the employee submits evidence of an honorable discharge. All other types of discharge are subject to an individual review by the Agency Administrator.

The policy for military service leave shall be extended to employees performing alternative service by reason of conscientious objection. At the time of reinstatement, the appropriate Department of Defense form showing satisfactory completion of alternative service shall be presented to the Administrator.

Reservists, whenever possible, are expected to take such training at times mutually agreeable to themselves and to the Agency.

It shall be the policy of the Agency to continue the salary of those employees who are called to active service for the first thirty (30) days of such leave of absence.

E. Jury and Legal Leave

Any employee called for jury duty during time when the employee is required to be at work or an employee who is subpoenaed to appear in any judicial or administrative proceedings or who shall be asked to testify in any grievance arbitration matter shall be provided such time. Any fees or remuneration the employee receives during such leave shall be turned over to the Southern Prairie Area Education Agency.

F. Family Illness/Bereavement Leave

At the beginning of each contract year each employee is eligible for up to eight (8) days of family illness/bereavement leave. Family illness/ bereavement leave is specifically designed to cover those situations where a family member, as defined hereinafter, suffers an illness, injury or medical emergency which in the opinion of the employee requires the employee's presence. In addition, family illness/bereavement leave shall be further defined to mean the day when a family member is transported to and/or from the hospital, nursing home or extended care facility. It shall further be considered to be family illness/bereavement leave for the attendance of the employee at the birth of a child of the employee. For purposes of definition of family illness/bereavement leave, immediate family shall be a member of the following group: spouse, child, parent, step-parent, sister, brother, son-in-law, daughter-in-law, grandchild, or grandparent of the employee or of the employee's spouse.

In addition, if available, the eight (8) family illness/bereavement leave days shall be granted for the death of any person in the immediate family as defined herein above.

In the event of the death of any other relative or person of unusually close personal relationship, leave of up to one (1) full day of family illness/bereavement leave shall be granted for attendance at the funeral. The employee is required to submit the request to the supervisor/director of that employee as soon as it becomes known to the employee or as soon thereafter as is practical upon such forms as the Agency may develop.

Under extenuating or unusual circumstances, additional leave may be granted by the Administrator.

G. Sick Leave

As of the first work day of the new contract year, full-time employees shall be granted leave of absence for personal illness, pregnancy or related medical conditions, injury or disability, at the rate of eighteen (18) days per year beginning with the first working day of the new contract year. If a new employee is unable to report for duty on the first day of the new contract, no sick leave will be paid until the employee reports for duty. Then the amount of sick leave said employee would be granted by the Board shall be paid to the employee as if the employee had reported for duty on the first day of the contract. Unused sick leave days shall be accumulated from year to year with a maximum of one hundred twenty-five (125) days. Any employee having a personal sick leave accumulation in excess of one hundred twenty-five days, shall retain said personal bank account leave. Persons shall not be required to use the bank account leave until they have exhausted their regular sick leave accumulation. Once used, the excess personal sick leave bank account will not be revived or added to.

The employee may be asked to submit medical evidence whenever the absence is for five (5) or more consecutive working days. Any expense involved in securing such medical evidence shall be the responsibility of the employee.

Part-time employees shall receive sick leave on a prorated percentage of the full-time equivalency of employment, rounded to the nearest half day.

In the event that an employee is unable to return to work after the employee's sick leave is exhausted, then the Agency shall pay the cost of the employee's monthly health insurance premiums until the employee is able to return to work or until the employee is eligible for long term disability insurance payments, whichever first occurs. After the date that the employee is eligible to receive long term disability insurance payments, then the Agency shall not be required to pay the cost of the monthly health insurance premiums.

An employee on extended unpaid leave may continue to pay for health insurance by making appropriate arrangements for premium payments through the Agency business office.

H. Professional Leave

Employees may apply for professional leave and such leave application may be granted or denied. Applications for such leave shall be made in writing to the supervisor. Professional leave for purposes of this paragraph shall mean attendance as a participant or presenter by an employee at a conference, workshop, meeting, seminar or short course of study.

I. Unpaid Leave

Unpaid leave may be applied for by an employee for the purpose of extending personal, emergency, sick, disability and political leave. In addition, unpaid professional leave may be requested. The administrator may approve or disapprove such unpaid leave requests.

J. Educational Improvement Leave

A leave of absence without pay and without fringe benefits for up to one (1) contract year may be granted to any employee, upon application, for the purpose of engaging in study reasonably related to professional responsibilities at an accredited college or university. Upon return from such leave, the employee will be placed on the salary schedule at the same lane and step at which they left plus a step or lane advancement qualifying under Article XII, Section C. The employee would resume the same accumulated sick leave that the employee had on the last day worked before the leave. Application to the supervisor shall be presented no later than January 15 for Fall term leave and September 15 for Spring term leave. The Agency will confirm or deny the application within thirty (30) days of the presentation of the application.

K. Use of Family Illness/Bereavement Leave, Association Leave, Personal Leave and Sick Leave

1. Use of family illness/bereavement leave, association leave, personal leave and sick leave may be permitted in no less than one-half hour increments. A day shall equal eight hours.
2. Part-time employees shall receive sick leave and family illness/bereavement leave on a prorated percentage of full-time equivalency of employment, rounded to the nearest half day. Part-time employees shall receive personal leave as if they were full-time employees.

L. The Agency will comply with the federal law enacted concerning family leaves for birth, adoption, and for family member care provisions.

ARTICLE XI
HEALTH AND DENTAL INSURANCE - CAFETERIA BENEFIT PLAN

A. Health and Dental Insurance Plan

1. Each full-time employee shall receive a monthly amount contributed by the Board of \$706 for 2005-2006, \$746 for 2006-2007, and \$776 for 2007-2008 to a cafeteria benefit plan. Each employee will be required at a minimum to select a single health plan and at a minimum select a single dental plan offered through the cafeteria benefit plan.
2. Part-time employees employed for 20 hours or more per week shall receive a monthly contribution to a cafeteria benefit plan in the proportion that the individual contract bears to a 192-day contract. Part-time employees may elect not to purchase any health or dental coverage. If a part-time employee elects not to purchase the minimum single health plan and single dental plan coverage, the Agency will only contribute a monthly amount equal to the proportion that the individual part-time contract bears to a 192-day contract times \$200 per month to the cafeteria benefit plan.

B. Life Insurance

Each employee, employed for 20 hours or more per week, shall be covered by a term life insurance policy in the amount of \$50,000 paid for by the Agency. The policy shall provide a death benefit of \$50,000 double indemnity for accidental death.

C. Disability Insurance

Each employee, employed for 20 hours or more per week, shall be covered by a long-term disability insurance program paid by the Agency. Coverage shall provide for a monthly benefit of 60% of covered salary with a maximum annual covered salary of \$100,000 and an elimination period of 90 consecutive calendar days.

D. Coverage

Coverage on the above insurance program shall be for twelve (12) months or until the individual employee's contract is terminated. Employees new to the Agency shall be covered by the insurance program commencing on the first of the calendar month that next follows the date they begin active work. In the event an employee's contract is terminated or the employee resigns, the insurance coverage

shall continue so long as the employee is entitled to receive salary payments under the employee's contract, to the last day of the month of the last payment made by the Agency.

- E. The Agency will implement a flexible spending account, as defined in IRC Section 125, to be made available to employees who elect to use such flexible spending account at the employee's expense for the cost of the third party administrator.
- F. A committee with representatives of employee groups covered by the Agency's cafeteria benefit plan shall determine the coverage options available through the Agency's cafeteria benefit plan. The committee shall annually specify minimum enrollment requirements. The board shall determine the carrier of the cafeteria plan options. The insurance committee may submit recommendations to the Board concerning carriers.

ARTICLE XII SALARY SCHEDULE

A. Salary Schedule

1. Full-time employees - The salary of regular full-time employees covered by this Agreement is set forth in salary appendix.
2. Regular part-time employees - The salary of regular part-time employees shall be at the same ratio as the employee service is to a full-time employee.
3. Extended contract and supplemental employment -
 - a. Instructional Assignment. An employee whose regular full-time assignment exceeds the regular employee's work year shall be additionally compensated at the per diem rate to be earned by the employee.
 - b. Non-Instructional Assignment. If an employee has an extended contract or supplemental employment for the purpose of attending training or a job-related conference at which the employee is not required to make a presentation nor to teach or instruct students, then the employee will be paid at the rate of \$100 per day. If the employee is required by the employer to attend the training or conference, then the employee shall be paid per diem.
 - c. Per Diem Computation. Computation of the per diem rate shall be the salary of the regular full-time employee divided by 192.

B. Initial Placement on Salary Schedule

Employees newly hired by the Agency shall be placed on the proper step of the salary schedule. Credit for initial placement shall be given by the Agency for actual pertinent experience.

C. Advancement on Salary Schedule

1. Increments - Employees on the regular salary indexes shall be granted an increment or vertical step on the index for each year of service until the maximum of their education classification is reached. An employee, employed part-time for the entire year, shall advance on the salary schedule as do all full-time employees. If an employee is hired by the Agency after the first day of work, then in order to qualify for step advancement, the employee shall work for the Agency for a period of time greater than one-half of the Agency's work year.

Employees who would be entitled to advance on the salary schedule because the employee earned additional educational credits shall be entitled to advance on the salary schedule according to the following section.

2. Education Lanes - Any employee intending to earn additional credits to be considered for additional pay shall have the proposed classes approved in writing by the service area director. Employee must file a notice of intent to advance on salary schedule with the service area director on or before June 1st of that year. Proof of credit for the approved course or courses must be on file with the Business/Human Resources office on or before September 15th, if an advancement is to be granted for that year. A transcript or grade slip will be satisfactory for proof of credit; however, a transcript of credit for the approved course will be on file with the Business/Human Resources office upon receipt by the employee.
3. An employee with an Ed.S. degree will be placed on the MA+60/Ed.S. lane.

D. Method of Payment

Each employee will be paid 1/12 of the annual contract salary in monthly installments with payment for the first day of the month beginning with the first day of the month in October and monthly thereafter on the first day of each month thereafter. The employer agrees that it will directly deposit each month's pay on the first day of the succeeding month. Each employee will execute the necessary forms required for direct deposit of pay at the employee's selected financial institution.

1. Exceptions:

- a. Employees who are new to the Agency will be paid on the preceding payday an amount equal to that employee's per diem rate multiplied by the number of work days employed prior to payday. The balance of the contract will be prorated over the remaining pay periods. For purposes of this exception, payday shall be that moment immediately preceding the first day of the month.
- b. Each employee terminating employment shall have the option of receiving all of his or her earned contract salary on the payday preceding the last day worked. Employees shall notify the Business Office not less than ten (10) days prior to the pay date involved.

E. Mileage

Employees required to use their automobile in the performance of their duties shall be reimbursed at the rate of 30¢ per mile.

F. Career Increment

When an employee reaches the top of his/her salary lane, he/she shall receive a career increment of \$880 for 2005-2006, \$984 for 2006-2007 and \$1,011 for 2007-2008.

**Southern Prairie AEA #15
Certified Salary Schedule
2005 - 2006**

Base \$ 24,320
 Step Increment \$ 945
 Career Increment \$ 880
 Lane Increment 1,100 3,600 4,800 6,000 7,000 7,500 8,000

Lane Step	BA	BA+15	MA	MA+15	MA+30	MA+45	EDS/MA+60	PHD
2	25,265	26,365	28,865	30,065	31,265	32,265	32,765	33,265
3	26,210	27,310	29,810	31,010	32,210	33,210	33,710	34,210
4	27,155	28,255	30,755	31,955	33,155	34,155	34,655	35,155
5	28,100	29,200	31,700	32,900	34,100	35,100	35,600	36,100
6	29,045	30,145	32,645	33,845	35,045	36,045	36,545	37,045
7	29,990	31,090	33,590	34,790	35,990	36,990	37,490	37,990
8	30,935	32,035	34,535	35,735	36,935	37,935	38,435	38,935
9	31,880	32,980	35,480	36,680	37,880	38,880	39,380	39,880
10	32,825	33,925	36,425	37,625	38,825	39,825	40,325	40,825
11	33,770	34,870	37,370	38,570	39,770	40,770	41,270	41,770
12	34,715	35,815	38,315	39,515	40,715	41,715	42,215	42,715
13	35,660	36,760	39,260	40,460	41,660	42,660	43,160	43,660
14	36,605	37,705	40,205	41,405	42,605	43,605	44,105	44,605
15	37,550	38,650	41,150	42,350	43,550	44,550	45,050	45,550
16	38,495	39,595	42,095	43,295	44,495	45,495	45,995	46,495
17	39,375	40,540	43,040	44,240	45,440	46,440	46,940	47,440
18		41,420	43,985	45,185	46,385	47,385	47,885	48,385
19			44,865	46,130	47,330	48,330	48,830	49,330
20				47,010	48,275	49,275	49,775	50,275
21					49,155	50,220	50,720	51,220
22						51,100	51,665	52,165
23							52,545	53,110
24								53,990

Last Step of each Education Lane includes the career increment \$ 880

**Southern Prairie AEA #15
Certified Salary Schedule
2006 - 2007**

Base	\$	24,595						
Step Increment	\$	984						
Career Increment	\$	984						
Lane Increment		1,230	3,690	4,920	6,150	7,380	7,995	8,610

Lane Step	BA	BA+15	MA	MA+15	MA+30	MA+45	EDS/MA+60	PHD
2	25,579	26,809	29,269	30,499	31,729	32,959	33,574	34,189
3	26,563	27,793	30,253	31,483	32,713	33,943	34,558	35,173
4	27,547	28,777	31,237	32,467	33,697	34,927	35,542	36,157
5	28,531	29,761	32,221	33,451	34,681	35,911	36,526	37,141
6	29,515	30,745	33,205	34,435	35,665	36,895	37,510	38,125
7	30,499	31,729	34,189	35,419	36,649	37,879	38,494	39,109
8	31,483	32,713	35,173	36,403	37,633	38,863	39,478	40,093
9	32,467	33,697	36,157	37,387	38,617	39,847	40,462	41,077
10	33,451	34,681	37,141	38,371	39,601	40,831	41,446	42,061
11	34,435	35,665	38,125	39,355	40,585	41,815	42,430	43,045
12	35,419	36,649	39,109	40,339	41,569	42,799	43,414	44,029
13	36,403	37,633	40,093	41,323	42,553	43,783	44,398	45,013
14	37,387	38,617	41,077	42,307	43,537	44,767	45,382	45,997
15	38,371	39,601	42,061	43,291	44,521	45,751	46,366	46,981
16	39,355	40,585	43,045	44,275	45,505	46,735	47,350	47,965
17	40,339	41,569	44,029	45,259	46,489	47,719	48,334	48,949
18		42,553	45,013	46,243	47,473	48,703	49,318	49,933
19			45,997	47,227	48,457	49,687	50,302	50,917
20				48,211	49,441	50,671	51,286	51,901
21					50,425	51,655	52,270	52,885
22						52,639	53,254	53,869
23							54,238	54,853
24								55,837

Last Step of each Education Lane includes the career increment \$ 984

**Southern Prairie AEA #15
Certified Salary Schedule
2007 - 2008**

Base	\$	25,275						
Step Increment	\$	1,011						
Career Increment	\$	1,011						
Lane Increment		1,264	3,792	5,056	6,320	7,584	8,848	10,112

Lane Step	BA	BA+15	MA	MA+15	MA+30	MA+45	EDS/MA+60	PHD
2	26,286	27,550	30,078	31,342	32,606	33,870	35,134	36,398
3	27,297	28,561	31,089	32,353	33,617	34,881	36,145	37,409
4	28,308	29,572	32,100	33,364	34,628	35,892	37,156	38,420
5	29,319	30,583	33,111	34,375	35,639	36,903	38,167	39,431
6	30,330	31,594	34,122	35,386	36,650	37,914	39,178	40,442
7	31,341	32,605	35,133	36,397	37,661	38,925	40,189	41,453
8	32,352	33,616	36,144	37,408	38,672	39,936	41,200	42,464
9	33,363	34,627	37,155	38,419	39,683	40,947	42,211	43,475
10	34,374	35,638	38,166	39,430	40,694	41,958	43,222	44,486
11	35,385	36,649	39,177	40,441	41,705	42,969	44,233	45,497
12	36,396	37,660	40,188	41,452	42,716	43,980	45,244	46,508
13	37,407	38,671	41,199	42,463	43,727	44,991	46,255	47,519
14	38,418	39,682	42,210	43,474	44,738	46,002	47,266	48,530
15	39,429	40,693	43,221	44,485	45,749	47,013	48,277	49,541
16	40,440	41,704	44,232	45,496	46,760	48,024	49,288	50,552
17	41,451	42,715	45,243	46,507	47,771	49,035	50,299	51,563
18		43,726	46,254	47,518	48,782	50,046	51,310	52,574
19			47,265	48,529	49,793	51,057	52,321	53,585
20				49,540	50,804	52,068	53,332	54,596
21					51,815	53,079	54,343	55,607
22						54,090	55,354	56,618
23							56,365	57,629
24								58,640

Last Step of each Education Lane includes the career increment \$ 1,011

ARTICLE XIII USE OF FACILITIES

A. Use of Bulletin Boards

The Agency will make available one bulletin board in each Agency service center for the Association to post notices, information, and any other thing the Association desires to post. Such bulletin board shall be not less than 2 feet by 2 feet.

B. Use of Agency Interoffice Mail

The Association shall be permitted to use, without additional cost, inter-Agency mail for the purpose of transmitting information concerning the organization, provided the Association complies with the rules and regulations for transporting Agency mail with the inter-Agency mail service. No cost shall be assessed by the Board to the Association for the use of inter-Agency mail service.

C. Use of Facilities

The Association shall be permitted to use facilities of the Agency provided the Association requests the use of such facilities with the administrator not less than five (5) days prior to the date they will be used, and provided that the facilities have not earlier been reserved for use.

D. Use of Photocopying Facilities

The Association shall be permitted to use photocopying equipment owned by the Agency provided the Association pays the reasonable costs charged for private use of photocopying equipment as determined by Board policy.

ARTICLE XIV COMPLIANCE AND DURATION

A. Compliance Between Individual Contracts and Comprehensive Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be

controlling. Each individual employee contract when tendered to the employee shall be signed by the president of the Board and shall incorporate by written reference the terms and provisions of this Agreement.

B. Separability

If any item of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such item and only such item or application shall not be deemed valid and subsisting, except to the extent permitted by law and the Board and Association shall enter into immediate negotiations to replace said item. All other items or application shall continue in full force and effect.

C. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the Board and the Board shall provide the Association with twenty (20) additional copies.

D. Notices

Whenever any notice is required to be given by either party to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter to the Agency Administrator in the case of the Agency and to the Association President in the case of the Association.

E. Duration Period

This Agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2008.

This Agreement shall automatically continue in force and effect for equivalent periods, except as may be amended, modified or substituted.

F. Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective chief negotiators, and their signatures placed thereon, all on the 30th day of March, 2005.

SOUTHERN PRAIRIE EDUCATION
ASSOCIATION

BY: Shauna J. Cutler

President

BY: [Signature]

Co-Chief Negotiator

BY: [Signature]
Co-Chief Negotiator

SOUTHERN PRAIRIE AREA
EDUCATION AGENCY #15

BY: Harold Mick

President

BY: [Signature]

Chief Negotiator